

senders of these packets that this Office means what it says when it warns them that valuable cargo sent through the post is at risk.

Meanwhile I have to request you rigorously to refuse every article tendered for registration, transmission which has the least appearance of being valuable.

I have the honor to be, Sir,
Your obedient servant,
A. Lister,
Postmaster General.
P. O. BUREAU, HONG KONG.
H. B. M. Post Office,
Canton.

CORRESPONDENCE.

THE LUCKY THIEF.
To the Editor of the "China Mail."

Hongkong, 26th June 1885.
SIR,—I have read your remarks on the shortcomings and indifference of the officials whose duty it was to see that everything connected with the case of Pang A-po (the servant of Mr. Leonard, second engineer of the steamer *Keweenaw*) was in order. I am sorry to hear that you are in error in your opinion, but I am sure that you will find the conduct of the learned Attorney-General in whose discretion power rested the right of a post-mortem in order to secure the conviction of the culprit. Your remarks are good, but your conclusion is just, and in the order of the day. I am sure the public will endorse every word of the same. But, Mr. Editor, my object in writing these lines is not to repeat this deplorable subject, beyond what has been said, but to point out the fact that the innocent victim of official delinquency, you will see, in the event of the victim of the Attorney-General being carried out, the poor fellow will not only lose his fifty dollars but another hundred in the bargain, making in all one hundred and fifty. This would indeed inflict a great hardship; and under the circumstances I would propose that a subscription be started amongst the inhabitants of the Colony, limiting the amount to one dollar each, thus showing the disapprobation of the system by which justice or rather injustice is carried out here. I am certain contributions will flow in very rapidly if properly advertised.

AN OLD RESIDENT.

[The subscription to which "An Old Resident" here alludes could be started and made up in a few hours, but there is a possibility that the Governor in Council will not seek to recover the sum of the recognizances. Would it not be better to appeal against the decision, or to address a memorial to the Government, setting forth the danger to the colony of the present course of action to the security of life and property in the Colony? There is practically no check to similar action save that of a public protest, and the matter is getting to be grave enough to justify such a step being taken. I am sure the subscription would be made up by all means.—E. C. M.]

WHAT A NIGHT WE'RE HAVING.
To the Editor of the "China Mail."

SIR,—Did you hear the information now which was being kicked up by Gongs, Pongons and Gyalabats at the Hollywood Road House last evening? This din began somewhere about sundown and lasted without interruption until daylight this morning, and I am told by those who were in the house that it was continued for about a week longer. I must ask you how it is that the Police permit such an undisturbed nuisance to take place from time to time at that Building? I pity the sick men, women and children who are obliged to sleep in that Terrace; to say nothing of the strong and healthy, who also like to get some sleep on these hot nights. What about the quietude of the Free Hospital it is intended to build not far from the delightful Joss House? It is a great pity that the Government has not much more to do with the Police; the Police would not be long in abating the shameful nuisance then.

Yours, &c.,
BOYHAM ROAD.

SUPREME COURT.

IN ORIGINAL JURISDICTION.
(Before His Hon. E. J. A. Croft, Chief Justice.)

Thursday, June 25.

W. McGRIGOR SMITH v. A. H. JACKSON.

Mr. Francis, instructed by Messrs Wotton and Duncan, appeared for the plaintiff; the Attorney-General (Hon. E. L. O'Malley), instructed by Mr. Caldwell, for the defendant.

Mr. Francis read the petition, which set out that the plaintiff was the partner, and the defendant a merchant, both residing at Victoria, Hongkong. On the 11th March last the defendant agreed to sell and deliver to the plaintiff on or before eleven a.m. on the 12th March 90 Chinese Government Loan Bonds issued by the Chartered Bank of India, Australia, and China, at \$45,000 nominal value, and at two per cent. discount; and the plaintiff agreed to accept and pay for the same on those terms. He had always been ready to accept and pay for the bonds, and all things happened and all times elapsed to fulfill his duty to deliver them, but the defendant had failed to deliver them. The market price at the time the defendant should have delivered the bonds was two per cent. premium above the nominal value, and the plaintiff claimed \$1,800 as the difference between that and his contract price, and costs of suit.

The defendant's reply to the petition admitted the contract with the exception of the time specified for its performance. At 11 a.m. on the 11th March the defendant denied that there was any agreement as to any hour that day. That, however, Mr. Francis said, was not a matter of great importance, as the plaintiff had allowed the defendant the whole day in which to complete his contract and deliver the bonds. The defendant denied that at the time the contract should have been fulfilled the market price of these bonds was 2 per cent. premium, and he alleged that he had offered the plaintiff 33 bonds at that description on the 12th March at the agreed price, and to the remaining 57 he had offered to sell the plaintiff the difference in price between the contract price and the market price. He had agreed to sell at \$4500 per bond, and the market price then was \$4950, one per cent. discount, but the plaintiff refused to accept the offer. The defendant put \$375 into court as sufficient to satisfy the plaintiff's claim.

Mr. Francis said he did not think the matter of the hour agreed was material, and the only important question of fact in dispute was the market price of the bonds at the time the contract should have been fulfilled. There was a question of law as to whether his client was bound to accept the part fulfilment of the contract. Mr. A. G. Gubbay said he was a member of the firm of Cohen and Gubbay, there

brokers, Hongkong. On the 11th March last he was commissioned by Mr. McGregor Smith to purchase for him 90 Chinese Imperial Government Loan Bonds. He had some instructions to sell some bonds from Mr. Jackson, and he negotiated the terms between the parties. The broker's note produced was the same as he had sent to the parties. It was a notification to Mr. McGregor Smith that he had purchased \$45,000 worth of Chinese Bonds issued by the Chartered Bank of India, Australia, and China at two per cent. discount, delivery the next day at eleven a.m.

The Attorney-General objected that the document was not a contract, merely an intimation of purchase to obtain the bonds. The Attorney-General thought the recent conviction of Mr. Rangul was a case precisely in point.

Mr. Francis said if the Court held the intimation of the Attorney-General to be a contract, the document and pay the penalty and stamp duty. He could not see Mr. Jackson at his office at 11 a.m. the next day, but he saw him later. Mr. Jackson did not deliver the bonds, and witness wrote him informing him the time for the delivery was past, and he understood him (Mr. Jackson) was not prepared to deliver more than \$16,500 worth of bonds. Mr. McGregor Smith instructed him not to accept those or any part fulfilment of the contract, and if the bonds were not delivered by 2 p.m. he should buy the same at the market. Witness could not see Mr. Jackson again until the 12th March, when he wrote him in reply to that he could hand him \$16,500 worth of the bonds, and the balance the next day. He could not agree to Mr. Smith buying the bonds on the market and charging him with the difference. Witness had not inquired whether there were any such bonds on the market that morning, nor their price. He believed there were none on the market that afternoon.

Cross-examined—He did not attempt to buy any more bonds, and he was not instructed to do so. The reason he refused to accept the \$16,500 worth of bonds tendered was that he was instructed not to do so. This offer was the best offer he had heard of on the market. This was his first transaction in Chinese bonds.

Mr. W. Legge, shareholder, was then called.

Mr. Legge said—Before I give evidence I wish to know if there is any fee for giving evidence in this case, as I have orders to execute to that effect.

His Lordship—If there is any fee it will be paid you.

Mr. Legge—Well I only asked because the last time I was called there was no fee. His Lordship said a rate of fees was to be fixed but had not been arranged yet.

Witness—On the 12th March he had a commission to buy 90 Chinese Government Loan Bonds for Mr. Smith. There was some in the open market, and he went to the Chartered Bank of India, Australia, and China, where the manager told him he could let him have \$45,000 worth at three per cent. premium. Witness said the price was ridiculous, and the manager lowered the price one per cent. to put Mr. McGregor Smith of the offer.

Cross-examined—Those were the only bonds offered to witness at any price at all that day. He made all the inquiries he thought necessary. He was aware there were not many bonds on the market. The Attorney-General said the defendant raised no question as to the contract.

His Lordship said there was the question as to the hour fixed for delivery.

Mr. Francis said that was mentioned in the contract.

Mr. Souter, the Judge's Clerk, said that the note supplied to Mr. Smith contained the time, but in the one supplied to Mr. Jackson there was no mention of it.

Mr. Francis said it was not material, as his client allowed the defendant the whole day to complete his contract. The Attorney-General said he did not care to base his case upon the contention that the plaintiff was bound to accept the \$16,500 worth of bonds in part performance of the contract, but he said those who had been offered evidence of the market prices prevailing at the time. They had evidence that these shares had been offered to the purchaser, and he might have obtained them at that price. As to the balance of the shares bargained for, he should bring evidence to show that the shares were to be obtained upon the market at a lower price than two per cent. premium; they could have been obtained at one per cent. discount, and it was quite open to the plaintiff, if he had accepted defendant's offer to have taken the shares at the instant price, and allow the defendant to pay the difference. He called the following witnesses.

Mr. Poensnecker, of the firm of Arnhold, Karberg & Co., said he had had some negotiations with Mr. Jackson as to the purchase of Chinese bonds. On the 12th March he asked him if he had any bonds for sale, and witness told him he had 36 or 38 at Canton at one per cent. discount. Defendant wanted to buy them that afternoon. Witness wrote to him on the 13th, referring to the offer to sell at one per cent. discount. He made a contract with Gubbay and Vernon subsequently to purchase bonds at 4 per cent. discount, but they had not yet been delivered. He believed that at that time persons were trying to depreciate the market, and bonds having been offered at four per cent. discount he wished to take them off the market. He would not sell any bonds under par, and had not done so. This transaction was subsequent to the intimation given by Mr. Jackson and Mr. Legge, perhaps ten days or a fortnight. Mr. Belcher, a retired businessman from whom he bought the bonds at four per cent. discount, but they were not delivered. He had sold many shares at par, but none above and none below it. Witness would not, on the 12th March, have sold the bonds at less than two per cent. premium. He had sold them at par, and if cash had been offered him he might have sold them at less than two per cent. premium, but he was not offered cash. He merely had offers which might have been bona fide or otherwise, and he regarded them as not bona fide. Witness declined

to say unless he was compelled, what he would have sold on a bona fide offer.

His Lordship put the question. Mr. Poensnecker asked two per cent. premium, and I should have been satisfied if I had obtained it.

Mr. Francis objected that the Attorney-General was cross-examining his own witness.

The Attorney-General—If you had a bona fide offer of par for these shares that day are you prepared to say you would have accepted it?

Witness—I asked two per cent., and I should have been satisfied to accept it. The Attorney-General said that was not an answer, and he pressed for a direct answer to the question.

His Lordship thought the Attorney-General must be satisfied with the answer. The Attorney-General submitted that as he had been allowed to put the question he was entitled to an answer of yes or no.

Mr. Whitehead said it was impossible for him to say at this date what he might have done. She Atong said he was a broker. On the 12th March he had an application made to him to obtain some Chinese Government Loan Bonds. He made inquiries, and found he was able to obtain them at one per cent. discount. He did not know how many he could have obtained, but probably a great number. He could not remember the number of bonds he had, but he made inquiries gave the price as one per cent. discount. Witness when he called Mr. Jackson of the offer.

Cross-examined by Mr. Francis—The seller of the shares was a Cantonese merchant named Yu Kung, who was doing business at the Yau Lung. Witness could not say whether he had the bonds here or at Canton. Witness went to this man because he had formerly been with him to the Chartered Bank and saw him purchase \$30,000 worth. He could not remember the date of this occurrence, but he remembered the 12th March as he did some business with Yu Kung on that day. Witness now lived at Swatow, but at that time he was a broker here in Hongkong. Neither he nor Mr. Li had any transactions with Mr. Jackson or Mr. Legge. Mr. Jackson knew witness had been with Yu to buy these shares at the Bank.

By His Lordship—Witness could not show how many bonds he could have bought. He could certainly have bought some. Mr. Smith was called by the Attorney-General and in answer to questions from him he said he had not purchased Chinese bonds before this transaction. When he found Mr. Jackson could not supply the bonds, he went to the market to purchase them elsewhere. He had refused to take the \$16,500 worth of Mr. Jackson as he had made arrangements to take the \$45,000 worth, and he could not break the total. He was surprised to find Mr. Smith being examined on the point.

His Lordship held that Mr. Smith's reasons for refusing to take part delivery were immaterial.

Witness continued—He sent a broker, Mr. Legge, to buy the shares, and he got them. He had no communication with Mr. Whitehead direct or indirect with regard to these bonds.

The Attorney-General said that concluded his case. He said the case was simply a question of damages, and he submitted that the amount paid into court was sufficient to meet the plaintiff's claim. In the first place he should contend that the plaintiff was bound to accept the \$16,500 worth of bonds the plaintiff offered him on the 12th March. This contract was entered by mutual consent to the 12th March, and the rest measure of damages was the difference between the market price of the shares up to that date, and the price named in the contract. The plaintiff contended that the price at that time was two per cent. premium, but the only evidence he had of this was the quotation given by Mr. Legge, who did not appear to have made any great efforts to find sellers of the bonds, and who seemed to have made up his mind to quote from the manager of the Chartered Bank of India, Australia, and China. When Mr. Whitehead asked three per cent. premium, Mr. Legge characterised it as absurd, and the lowering of one point would hardly be giving the proper figure. They had also the evidence of Mr. Whitehead, who said that he had not been asked to buy the bonds, and that he had not been asked to buy the bonds, and that he had not been asked to buy the bonds.

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ted on the matter in a very different way, Mr. Francis.

Mr. Francis—It is very annoying, and the Attorney-General does it on purpose. His Lordship—It may be annoying Mr. Francis, but I do not think you are justified in saying it is done on purpose.

Mr. Francis—He does not pay attention to what goes on, and he catches on half of the sentence, and jumps up without knowing what he is talking about.

His Lordship—I think you might make your observations in a more regular manner. The Attorney-General made some remark which was inadmissible at the reporter's desk. That he was the printer and publisher of the paper, he had been told by Mr. Stewart Lockhart. He said that it was in charge of the paper, acting for the original manager since the death of the editor of the paper. He said that he had been in the Colony since the 9th May acting as the publisher of the paper in the same position as Dr. Wang Tui Fong was formerly.

Defendant asked to which paragraph the charge referred, and upon the marked passage being pointed out stated that nothing in the paragraph was intended to say that things commonly appeared in Chinese newspapers, and that as editor of the paper he inserted what was true and proper.

This was all the evidence Mr. Stokes produced upon the first count. Upon the second count, which was to prove the breach of Ordinance of 1844.

James Parker deposed that he was first clerk in the Registry, and one of his duties was to keep the Registry of all new papers, and to issue certificates. He had been in the Registry since the 9th May acting as the publisher of the paper in the same position as Dr. Wang Tui Fong was formerly.

The last name registered for that paper was Wang Tui Fong, and the address was given as 14, Gough Street, the date being 28th Jan 1875. Defendant stated that Wang Tui Fong had been in the Colony and another man had been appointed but as he had not yet arrived, he, defendant, had managed the paper in the meantime.

The case was then remanded till Saturday next at 11 a.m. for the defence to be heard next in two sittings of \$800 each.

Police Intelligence.

(Before H. E. Woodhouse, Esq.)
Thursday, June 25.

POCKET PICKING.—Pang Pak Fuk, a barber, was charged on remand by Chan Shun, a coolie, with picking his pocket of three pawn tickets and a finger ring, value \$2, on the 17th inst.

The evidence was to the effect that while the complainant was standing with a friend on the Recreation Ground, the prisoner put his hand in complainant's purse and abstracted the pawn tickets and ring, and handed them to another man who ran away. Complainant seized the prisoner and gave him in charge. A bystander saw the article abstracted by the prisoner to another man. The pawn tickets and ring had not been recovered.

Defendant was sentenced to three months' imprisonment with hard labour.

THE WONG-AH CHONG MURDER.—Cheung Ah Sing, the man charged with having, with others, not in custody, fully and maliciously killed one Su Afuk at Wong-nai-chong, on the 9th inst., appeared on remand, and the following additional evidence was produced. We were partly at San Kam, P.S. 123, deposed that at 5 p.m. on the 9th June the prisoner was brought to No. 2 Station by P.C. 219. The Inspector was present. Witness questioned the prisoner and told him what the charge was. He said he did not know any thing. He then stated that the deceased had committed adultery with his wife and that he had given him two blows on the head. He said he did not know any thing more. He was examined, and said that he was a Hakka interpreter and was acquainted with the custom of cutting the queue. It was done without any idea of following the deed up with death. If death occurred and the queue was cut, it was a sign of death. The prisoner, having been duly cautioned, reserved his defence and was committed for trial at the Supreme Court.

(Before E. Maclean, Esq.)
ROBBERY WITH VIOLENCE.—Pun Afo, a coolie, was charged with three other men not in custody, with assaulting and robbing a fisherman named Ngan Fo Yau, of about \$13, on the 25th inst.

Complainant, who is a native of Hongkong, deposed that he was walking at 9 a.m. on the 7th inst. when he was seized by three others. One of them held him round the neck and the defendant and others tore his purse from his belt. They dragged him along and cut his face and thigh. Two Indian watchmen came to his rescue and arrested the defendant; the other men, with the purse, got away. The case was remanded till Monday next for the evidence of the Indian watchmen.

FIGHTING IN THE STREETS.—Li Ayau, hawker, and Tsai Achau, a coolie, the two men arrested yesterday for fighting and creating a disturbance with others in Tai Wong Street, were brought up on remand, and were fined \$1 each, or three days' hard labour.

ASSAULT.—Lai Ayung, a coolie, was convicted of assaulting Wong Ah, a boatwoman. Complainant was present

